

Kiwibank cover

Welcome

You are important to **us** and **we** welcome **you** as a valued client of Kiwibank. **You** have entrusted **us** with **your** insurance. **We** value that trust.

This is **your** Kiwibank **Contents** Disaster Insurance Policy, which consists of this wording, proposal, authorisation and declaration and the **certificate of insurance** completed on the basis of information, which **you** have provided to **us**.

This is a limited defined events policy and this policy only covers loss or damage by certain defined events. Some events like burglary, theft, or accidental loss or damage are not covered by this policy.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please call **us** on the Kiwibank Insurance Helpline on freephone **0800 222 491**.

We are happy to help at all times.

In this policy some words are in bold, e.g. **you**. This indicates that the words have a special meaning. To find out the meaning, please refer to the section – Meanings of words on page 4.

Our guarantee

If **you** are not completely happy with this policy, please tell **us** within 30 days of its commencement date. **We** may agree to change this policy to suit **you**. If not, and **you** wish to cancel this policy, **you** can as long as **you** have not made any claims.

We will then refund any premium **you** have paid and **we** will both regard this policy as never commencing.

Insurance is arranged by Kiwibank and provided by TOWER Insurance Limited. TOWER is responsible for any claims under the insurance and in no circumstances will Kiwibank be liable.

What we need to know

We would like to point out some of the important obligations **you** have.

The correctness of all statements made in relation to this policy and any claim under this policy is essential before **we** have any liability under this policy. **We** must receive all relevant information. This means that **you** must tell **us** everything **you** know or could reasonably be expected to know, that may influence **our** decision to insure **you** or pay **your** claim. If any circumstances change or may change during the time **we** provide **your** insurance **you** must tell **us**. Examples of a change in circumstances or any other information may include:

- if the use or occupation of the **house** or land at the **situation** changes to include any business use;
- if any structural alteration or addition is made to **your house**;
- if **you** or any person who lives at the **situation** are charged with, convicted of or commit any criminal offence, other than traffic infringements.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told **we** have the option to decline any claim, or avoid this policy from the date of the change.

If **you** have any questions about this policy, wish to change it or need other information please call **us** on the Kiwibank Insurance Helpline on freephone **0800 222 491**.

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What your contents are insured for

Your **contents** are insured for sudden and unforeseen accidental physical loss or damage caused by fire, **flood**, storm or earthquake unless excluded by this policy.

What you are not insured for

You are not insured for:

General exclusions

The **excess** or **excess refund**.

An additional **excess** of \$400 if **your house** is let, lent, leased, rented or tenanted to anyone.

Loss or damage to:

- aircraft or other airborne devices;
- animals, fish or birds;
- any mechanically propelled vehicle (other than domestic garden implements), trailer or caravan;
- artificial or transplanted body parts or aids other than prosthetic limbs, spectacles, contact lenses, hearing aids or dentures;
- computer software and data. However, **we** will pay the cost of replacing commercially available computer programs for which **you** held legitimate user licences at the time of the loss;
- **contents** removed from the **situation** for the purpose of sale, storage or exhibition or that are away or that **you** intend to be away from the **situation** for more than 30 days;
- **contents** that are in transit from one permanent **situation** to another;
- **contents** that are outside New Zealand;
- money or other proceeds of any business or activity for financial return whether for profit or not;
- property from which **you** obtain financial return whether for profit or not;
- watercraft e.g. sailboards, jet skis, wave skis, boats and outboard motors, their spare parts and accessories.

Loss, damage or claims for or arising from:

- any activity for financial return (other than domestic rent) whether for profit or not;
- any event or occurrence outside New Zealand;
- any excess imposed by the conditions of insurance under the Earthquake Commission Act 1993 or any amendments, or if for any reason, the EQCover is not paid or payable by the Earthquake Commission;
- any process of cleaning, repairing or restoring;
- any time or date device or any item of which it forms a part, arising from its failure to recognise any date, character or value as the correct date, character or value (e.g. Year 2000);
- any unreasonable, criminal, reckless or wilful act or omission or any disregard for, or failure to comply with any provision in or notice or order under any Act of Parliament by **you**;
- confiscation, nationalisation or requisition by an order of Government, Local Authority, the Courts or any public authority unless it is to prevent loss or damage covered by this policy;
- deliberate damage caused directly or indirectly by **you**, or anyone who normally lives at the **situation** or is lawfully at the **situation**. This exclusion does not apply to deliberate damage by fire by tenants or their guests;
- earthquake up to the limits in section 20 of the Earthquake Commission Act 1993 or any amendments;

- handling, transportation, storage, installation, removal, treatment or use of asbestos, asbestos products or asbestos contained in any products or materials;
- hydrostatic pressure to swimming or spa pools;
- insects, rodents or vermin, marine growth or marine borers;
- lifting or shifting the **house** or structural alterations or repairs including the removal or alteration of the roof;
- mechanical or electrical breakdown;
- mildew, mould, rot, corrosion, rust or gradual deterioration;
- nuclear weapons material or ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- settling or cracking or movement or compaction of land;
- subsidence, erosion or underground water pressure or landslide;
- the cost of remedying or repairing any inherent fault, defective workmanship, materials or design;
- vibration, removal or weakening of support;
- water or dampness entering **your house** because of structural defect, defective design, defective materials or defective workmanship;
- wear and tear, or action of sunlight.

Loss, damage or liability arising directly or indirectly from or occasioned by or through or in consequence directly or indirectly of or claim for:

- war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

More than:

- \$1,000 for any item or set of jewellery (including watches), any item or set of photographic or video equipment (including accessories), musical instruments or bicycles;
- \$1,000 in total for any collections of items other than furniture or furnishings;
- \$2,000 in total for any computer (including laptops) and their accessories;
- \$200 in total for any money, bullion, precious stones, negotiable securities or documents.

How to make a claim

It is important that **you** tell **us** immediately **you** become aware of any circumstances, which may result in a claim.

You can contact **us** on the Kiwibank Insurance Helpline on freephone **0800 222 491**.

You may be asked to complete a claim form. If **you** are, **we** must receive the completed claim form within 30 days. In order to avoid delays with **your** claim **you** should also provide **us** with proof of purchase (e.g. receipts, credit card vouchers, warranties, guarantees, etc.) for any property for which **you** wish to claim.

Some of your other important obligations

You must:

- allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- allow **us** to inspect the loss or damage and deal with any salvage in a reasonable manner. No property may be abandoned to **us**;
- allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have and **you** must co-operate fully in any recovery action;
- comply with all **our** requests relating to **your** claim including providing all co-operation, information and assistance;
- ensure that **your house** is securely locked when left unattended;
- establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply;
- inform the Police if it appears that there has been arson or any criminal offence leading to a claim;
- not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission;
- not make a claim that is false or fraudulent in any way or make any false or incorrect statement in connection with any claim;
- not start repairs to **your contents** without **our** prior approval;
- take all steps that **we** consider reasonable to prevent further loss or damage and see that repairing is carried out promptly;
- tell **us** if any person is ordered to make reparation to **you** for any loss or cost which was part of the claim and reimburse **us** for that payment as soon as **you** receive any reparation.

Otherwise **we** can decline **your** claim and/or recover any payment already made.

How we will look after your claim

Once we receive advice of your claim we:

- will acknowledge that **we** have received **your** claim and ask **you** for any further information or assistance **we** may require to enable **us** to consider **your** claim;
- may appoint an assessor to look after **your** claim.

How we will settle your claim

We will:

- arrange for the repair or payment for the loss, once **your** claim has been accepted;
- pay the **present day value** of **your contents** including personal effects.

In all cases:

- **we** have the option whether to make payment or repair;
- **we** may make payment to an interested party (hire purchase company, etc.) if **you** have one. Their receipt will discharge **us** completely.

We are not bound to:

- pay for wall, floor or window coverings not located in the room or rooms where the loss or damage occurred;
- pay more than the sums insured shown in the **certificate of insurance**;
- pay the cost of repair beyond what is reasonable, practical or comparable with the original;
- repair or reinstate **your contents** exactly to their previous condition.

Cancelling this policy

You may cancel this policy at any time by writing to **us**. **We** will refund 80% of **your** unused premium.

We may cancel this policy at any time by writing to **your** postal address for this policy on **our** records. The letter will contain at least 14 days' notice. **We** will refund **your** unused premium.

This policy is automatically cancelled following settlement of a claim for a total loss of **your contents**. No refund of premium is given. However, **you** may apply to **us** to insure **your** new contents after the claim has been settled.

If **you** make a claim that is false or fraudulent in any way or make any false statement to **us**, **we** may avoid this policy or cancel it effective immediately.

Making changes to this policy

You can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect. **We** can alter the terms of this policy by writing to **your** postal address for this policy on **our** records and the change will take effect 14 days after the date of that letter from **us**.

Leaving your house unoccupied

Unless **you** have told **us** that **your house** is a holiday home, **you** must have **our** prior written confirmation if **your house** is going to be unoccupied for more than 60 consecutive days, otherwise cover under this policy is automatically suspended. Cover resumes as soon as **your house** is occupied again.

If **you** have told **us** **your house** is going to be unoccupied **we** may, if **we** choose, change the terms of this policy. Any change will be notified to **you** in writing and will take effect 14 days after the date of the letter from **us**.

Other insurance

We will only pay over and above the cover provided by any other policy.

Jurisdiction

The laws of New Zealand apply to this policy. The New Zealand Courts have exclusive jurisdiction in relation to legal proceedings about this policy.

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

Currency and taxes

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.

Meanings of words

- **Certificate of insurance** means the certificate of insurance first issued to **you** or the current renewal certificate whichever applies and any endorsement certificates that have been added during the **period of insurance**.
- **Contents** means all **your** domestic furniture e.g. tables, chairs; furnishings e.g. carpets and drapes; home appliances e.g. refrigerator, electrical drill, lawn mower; household effects e.g. linen, food; personal effects e.g. bicycles, clothing, compact discs, laptop computers, cameras, video cameras and other items that are normally worn or carried by **you** as shown in the **certificate of insurance**. This includes contents hired by **you** for which **you** are legally liable.
- **Excess** means the amount of any claim, which **you** must bear. The excess applies to each and every event that results in a claim. The amounts are shown in the **certificate of insurance** and/or in this wording. Where **you** discover damage caused on multiple occasions then an excess will be applied in relation to each occasion or event that occurred.
- **Excess refund** means the minimum amount for which the claim is payable. No claim is payable if the claim does not exceed the amount shown in the **certificate of insurance** plus any other amounts which are shown in the policy wording as being an additional **excess**. When all applicable **excess** amounts are exceeded, the total claim is payable. Where **you** discover damage caused on multiple occasions then an excess refund will be applied in relation to each occasion or event that occurred.
- **Flood** means inundation following the escape of water from the normal confines of any lake, reservoir, dam, river, creek, navigable canal or man made apparatus as the direct and sole result of a natural phenomenon.
- **House** means the domestic building **you** own, lease or rent at the **situation** and any domestic structure on the domestic land that goes with it.
- **Period of insurance** means the period shown in the **certificate of insurance**.
- **Present day value** means the cost at the time of the loss or damage of rebuilding, replacing or repairing **your contents** to a condition no better than new less an appropriate allowance for depreciation and deferred maintenance.
- **Situation** means the location that is shown in the **certificate of insurance**.
- **We, us** or **our** means TOWER Insurance Limited.
- **You** or **your** means the person(s) named in the **certificate of insurance** as the insured, your spouse and your children normally residing at the **situation**. **You** or **your** does not include a de facto partner (unless you have been living together in the de facto relationship continually for at least three years), or family member such as parent, grandparent, brother or sister unless they are named in the **certificate of insurance**. Where you jointly own any of the property this policy insures you jointly.

If you have a concern

While **we** make every effort to get things right, problems may sometimes occur. **We** have in place a complaints procedure that is intended to resolve any problem quickly and fairly.

In order to avoid delay in solving a problem to **your** satisfaction please follow the steps below:

1. In the first instance call the:
Kiwibank Insurance Helpline on
Freephone **0800 222 491**
2. If the Kiwibank Insurance Helpline is unable to resolve the problem, **you** may make a formal complaint to:

Manager: Complaints Investigation and Resolution
TOWER New Zealand
22 Fanshawe Street
PO Box 90347 Auckland
Freephone **0800 808 808**
Facsimile (09) 369 0546
3. If the complaint has been through all the steps above and **you** are still dissatisfied, **you** may then ask the Banking Ombudsman to arbitrate.



For more information about Kiwibank Contents Disaster Insurance call us on the Kiwibank Insurance Helpline on freephone:

0800 222 491

or visit the website:

www.kiwibank.co.nz